
S T A T E
O F T H E
D E M A N D S

O F

JOHN JACOB UCKERMAN, Esq; &c.

TH E great engagements which Mr. Uckerman entered into, for supplying the British combined army, during the late war in Germany, are sufficiently known.

The several accounts of the deliveries made by him, in the course of fulfilling these engagements, were always regularly given in at the appointed offices in Germany, and passed without difficulty; till, on some allegations of the commissioners of enquiry, as will be explained in the proper place, a stop was put to the farther liquidation of them there, in consequence

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sequence of which, he was obliged to bring over all that remained unsettled, to be laid before Commissioners in London.

In the general state of the accounts, thus laid before the Commissioners, were included several particular accounts, which were numbered in the register of their office. To these numbers, the following references are made.

A R T I C L E. XI.

Pursuant to several agreements made with M. Hatton, Esq; Commissary General, dated December 9 and 13, 1761, and March 7, 1762, Mr. Uckerman delivered into the king's magazine of Zell, 6996 rations of oats, 11934 rations of hay, and 1160 rations of straw, amounting together to G.5858 13ST HC. at the stipulated prices.

For these deliveries Mr. Uckerman obtained the regular receipts of the king's magazine keeper at Zell aforesaid, countersigned by the Inspector of Control, which he produced to the Commissioners for German demands as vouchers for this account, who admitted the agreements
upon

upon which these deliveries were made, and the receipts, as being regular, sufficient and corresponding with the contract records, in their report, dated March 31, 1764 : But in the same report they alledge, that “ by examining and comparing the general receipts, produced as “ vouchers for these deliveries of hay and “ straw into the said magazine of Zell, with “ the records of that magazine, they do “ find, that there were 4818 rations of “ hay brought to account less, and 2227 “ rations of straw more, in the said records, than does appear by the said receipts produced, for which they had “ made and carried to the credit of the “ crown a proportionable deduction of “ G.918 : 17 st.

The injustice of this deduction is so evident, that it would be a waste of time to enter into a formal proof of it. By the direct acknowledgment of the Commissioners, Mr. Uckerman has produced a receipt as a voucher for this delivery, regular, sufficient, and corresponding with the control records. What more was he obliged to do ? What more could he do ? To make him answerable for the mistakes or maleversations of persons,

with whose conduct he could possibly have no connection, is equally contrary to reason and justice. What had he to do with the accounts of the magazine keepers, that he should be charged with their deficiencies? Or is it not much more probable, that they must have committed an error in such complicated affairs, as their serving of the forage to the troops, than in receiving it from him; and much more just to make them answerable for such difference than him, who had nothing to do with, nor could possibly prevent it, whether it may have proceeded from mistake or fraudulent design?

For this deduction, therefore, of G. 918: 17 st. Mr. Uckerman requires satisfaction, as being unsupported by any shadow of reason, and directly contrary to law and justice.

ARTICLE XIX.

Pursuant to a contract made at Fritzlar, in Hesse, on the 3d of June, 1760, between M. Hatton, Esq; Commissary General of the combined army on the part of his Britannic Majesty, and Mr. John Jacob Uckerman, for the supply of the
said

faid army, the faid M. Uckerman delivered to Mr. Notz, an officer employed by the Commissariate, 5120 rations of oats, and 9448 rations of hay, to be transported by him to the corps under the command of General Imhoff, for which the faid Notz gave a receipt, dated at Hirsfield, June 23, 1760; which receipt Mr. Uckerman gave in to the Commissioners for German demands, as a proper and sufficient voucher for his delivery of the faid oats and hay, according to the exprefs intent and meaning of his faid contract.

To this receipt the Commissioners, in their report, dated August 18, 1764, object, that “ as they have not seen the accounts, ballances, and journals of the deliveries, which Mr. Uckerman made into Hirsfield magazine, in consequence of his contract, they cannot know how far Mr. Uckerman has fulfilled the same! and whether the quantities here charged were part of the 20,000 complement rations which he was to deliver every week! and whether this delivery may not already have been paid! especially as it appears by the terms of his contract, that the accounts of the deli-

“veries, made in consequence thereof,
 “were to be made up weekly. Besides
 “this general remark, having examined
 “it as a voucher for this delivery, dated
 “Hirsfield, the 23d of June, 1760, they
 “could not by any means consider it as
 “a regular receipt of a magazine keeper,
 “but rather as a bill of loading for fo-
 “rage sent by a subordinate magazine
 “officer, called Notz, from Mr. Ucker-
 “man’s depots, to the king’s magazine
 “at Langeſtein; and though there is on
 “the bottom of this bill of loading an at-
 “test from the magazine keeper of Lan-
 “genſtein, that this Notz, who ſent this
 “transport, was actually in the king’s ſer-
 “vice when he received this forage, and
 “gave a receipt for the ſame, yet this at-
 “test doth no ways give the character
 “and effect of a receipt to the bill of
 “loading, eſpecially as this very ſame
 “magazine keeper of Langenſtein, whoſe
 “accounts are lying on record in their
 “office, does not make therein the leaſt
 “mention of theſe quantities of forage
 “received from Notz. This whole ar-
 “ticle they have therefore rejected, as be-
 “ing founded upon no regular and ſuffi-
 “cient voucher, and have carried the
 “ amount

“ amount thereof to the debit of Mr.
 “ Uckerman’s account.”

In answer to these several objections, Mr. Uckerman begs leave to observe, that the particular circumstances of this demand preclude all necessity of examining into the accounts, ballances, and journals, of his deliveries at Hirsfield, for proof of its justice, as will appear from the following short state of it.

In order to fulfil his contracts, Mr. Uckerman collected at Hirsfield considerable quantities of forage, which he delivered out of his depots, as they were to be transported to the places where they were to be used, there being no established magazine of the king’s there into which he could deliver them. These deliveries were made sometimes to the king’s troops, and sometimes to magazine keepers, or other officers commissioned by the Commissariate to receive them, whose receipts for the same were always accepted by the Commissary, and payment ordered for them.

While matters proceeded regularly in this course, Mr. Notz, an officer in the
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employment of the Commissariate, received out of Mr. Uckerman's depots at Hirsfield, the aforesaid quantities of 5120 rations of oats, and 9448 rations of hay, for the king's use, which he loaded on waggons assigned him for that purpose, and went with himself to the place of their destination, giving a receipt for the same, dated June 23, 1760; which receipt was regularly presented to Mr. Commissary Halsey for liquidation, and an order for payment, but was not admitted by him for the following reason, written at the foot of it, in Mr. Halsey's own hand, and signed by him.

“ N. B. A receipt for 5120 rations of
 “ oats, and 9448 rations of hay, sent
 “ from Hirsfield the 23d of June, be-
 “ ing rejected in the foregoing account
 “ as imperfect, will be admitted in the
 “ account of Major Uckerman's delive-
 “ ries, on his contract of the 25th of
 “ August, in case he can bring a proper
 “ receipt for the same hereafter.

The multiplicity of his affairs, and the continual motions of the army, which made it most difficult for him to meet the necessary persons, prevented Mr. Uckerman's

Uckerman's being able to remove this objection of Mr. Hasley's time enough to have this receipt liquidated with the other deliveries made upon his contract of August 25, 1760. But he soon after had an opportunity of obtaining from Mr. Markart, Inspecting Commissary, an attestation, written and signed by him, under the said receipt, *that Mr. Notz, the person who had received this forage from Mr. Uckerman's depots at Hirsfield, and given the said receipt for it, was, at the time of this transaction, an officer in the king's service, and properly authorized to receive forage for the use of the army*;—which attestation was laid before the Commissioners before they made their report; but they thought proper to flight this so full and satisfactory an answer to Mr. Hasley's objection, and stand by those made by themselves, for which there had appeared no foundation to him, though immediately upon the spot, and personally acquainted with all the circumstances of the affair.

Some time after their making this report, Mr. Uckerman obtained from M. Hatton, Esq; a letter, or report, of the said Mr. Markart, then acting under the
Commissariate

Commissariate as an inspecting Commissary, for seeing Mr. Uckerman's magazines at Hirsfield laid up, and distributed in a regular manner, made to him from Hirsfield the 25th of June, 1760, (two days after this forage had been delivered to Mr. Notz, and this receipt given by him, when the fact was impossible to have been mistaken) wherein the said Mr. Markart expresses himself in the following words: "Le proviant Schreiber Notz étant envoyé du corps de Mon. General Imhoffe, a éporté 5120 rat. d'avoine, & 9448 rat. de foin," the express quantities acknowledged in the general receipt.

In answer to so circumstantial and convincing a proof, which effectually removed every difficulty that could with any colour of reason be made to this demand, the Commissioners thought proper to start afresh the objection refuted in the preceding instance, "that the magazine keeper of Langenstein, whither the said Mr. Notz was to transport this forage, does not make the least mention in his accounts, lying on record in their office, of these quantities of forage received from Notz."

The flagrant injustice of this objection has been too fully shewn in the preceding article

article to require repetition here. In this instance, tho' it happen to be in Mr. Uckerman's power to answer it particularly. This transport was taken by the enemy, on the road to the place of its designation, as is known to every one, then in, or concerned with the affairs of, the army, and consequently the magazine keeper of Langenstein never did receive it from Notz. A circumstance which Mr. Uckerman did not think himself in any respect concerned in, as the receipt of Notz was a sufficient voucher for his demand, and therefore did not mention, till this objection was made, when no attention was paid to it.

As all the reasons therefore, upon which this report is founded, are thus proved to be utterly inapplicable to the case, and contrary to justice, Mr. Uckerman conceives himself intitled to require satisfaction for this deduction, and accordingly does require it.

A R T I C L E—XIX.—(2)

On the 25th of December, 1760, an agreement was made at Uzlar by M. Hatton, Esq; (with the approbation of Col. Peirson, Intendant General) with Major Uckerman, to supply the corps under the Generals
Wagenheim

Wagenheim and Kielmansegge. Pursuant to this agreement Mr. Uckerman delivered to the troops, and into the King's magazines at Uzlar and other places, the several quantities of forage required. When the account of these deliveries came to be made up, Mr. Uckerman discovered that some of the receipts for those made at Uzlar were wanting, which prevented their being liquidated with the rest; nor could he ever recover them after, they having been lost by the waggoner who had received them. As the loss of course must fall upon Mr. Boden, Mr. Uckerman's agent, who had sent the forage to the magazine at Uzlar, when he found it impossible to recover the original receipts, he applied to Mr. Klugge, magazine keeper at Uzlar, who gave him duplicates of them from his books, which duplicates the said Mr. Boden brought in account to Mr. Uckerman, who could make no just objection to allowing them, and who consequently presented them for liquidation to the Commissioners. But to this demand the Commissioners also thought proper to object, in their report of 31st of March, 1764, for the following reasons:

“ The second article is for 322 rations of
 “ barley, and 2998 rations, of oats said to be
 “ delivered

“ delivered into the magazine of Uzlar in
“ December, 1760, a duplicate whereof is
“ produced by Mr. Uckerman. For the proof
“ of this delivery, Mr. Uckerman has pro-
“ duced nine receipts, whereon we observe.

“ First, That fix of them are duplicates,
“ which, by an exprefs clause at the foot of
“ each, is declared to be of no force in case
“ the originals are found.

“ Secondly, That none of these nine re-
“ ceipts mentions that the forage was deliver-
“ ed by Mr. Uckerman; but on the contrary,
“ magazine keeper Klugge, who signed the
“ same, expreffes, not only therein, but also
“ in his magazine accounts, which we have
“ examined, that the forage was received out
“ of the bishoprick of Hildesheim, excepting
“ in the receipt where he fays that the forage
“ was received from one Boden, Secretary
“ of the chamber. For which reason we
“ could not admit these receipts as suffi-
“ cient vouchers, and have therefore carried
“ the same to the debit of Mr. Uckerman's
“ account, till it may appear to us, first,
“ that the original of the fix duplicates,
“ have been cancelled, and carried in to no
“ other account; and, fecondly, that each of
“ these

“ these nine receipts are for forage, actually
 “ delivered for Mr. Uckerman’s account.”

In answer to this report, Mr. Uckerman begs leave to observe, that the objection to the six receipts, which are duplicates, is entirely removed, by the plain account here given of the reason, why they happened to be such. — But if this reason alone is not admitted to be sufficiently satisfactory! For a further proof of the justice of his demands, he appeals to the accounts liquidated by Mr. Halley of the deliveries made on this agreement; that of these deliveries no other demand was made in any other shape or manner whatsoever, nor any allowance consequently made for them; and, therefore, as the delivery is incontestibly proved by the books of the magazine keeper who received them, payment ought, by every rule of justice, to be made, as it cannot be proved to have been made for them.

As for the circumstance of the receipts being lost by the waggoners, any person, who considers the hurry and confusion of such scenes, and the ignorance and carelessness of such people, will rather wonder that it did not happen much oftener than it did (for this is very far from being the only instance) than that it should happen at all.

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To the second objection, “ that none of
 “ these nine receipts mention that the forage
 “ was delivered by Mr. Uckerman, but, on
 “ the contrary, magazine keeper Klugge, who
 “ signed the same, expresses not only therein,
 “ but also in his magazine accounts, that the
 “ forage was received out of the bishoprick of
 “ Hildesheim, except in one receipt, where,
 “ he says, the forage was received from one
 “ Boden, Secretary of the Chamber.” Mr.
 Uckerman answers, that the least attention
 to the nature of the case would have re-
 minded the Commissioners, that the name
 of the contractor was much oftener omitted
 than inserted in the receipts given to the
 waggoners, no more being thought neces-
 sary, than barely to specify the quantities and
 countries of the waggoners who gave the
 said receipts to the contractors when they
 applied for their hire ; which receipts the
 contractors entered in their accounts, and
 were allowed for without objection, because,
 in the nature of the thing, they could be-
 long to no other person : and this answer
 accounts for the second article of this ob-
 jection, “ that the forage was entered in the
 “ magazine accounts to have been received
 “ out of the bishoprick of Hildesheim,” as the
 depots, out of which Mr. Uckerman made
 these deliveries, were in that bishoprick,
 and

and the forage transported by the natives of it. As to the receipt, in which he says that the forage was received from one Boden, Secretary of the Chamber, it has been shewn before, that Mr. Boden was the person to whom Mr. Uckerman had entrusted the management of his depots in the bishoprick of Hildesheim, out of which this forage was transported to Uzlar; and therefore some one of the waggoners may very naturally have mentioned his having received the forage from him, by which means his name came to be inserted in the receipt, as also his title of Secretary of the Chamber, which was a place he held under Mr. Masfaw, President of the Chamber to the King of Prussia, who, in those times of confusion, when too many civil offices were suspended, gave him permission to engage in the employment of Mr. Uckerman, and who, from knowledge of his abilities and integrity, has since got him advanced to the higher office of a counsellor of the said chamber of war and domains.

That Mr. Uckerman really had his depots in the bishoprick of Hildesheim is known to all who were concerned in the transactions of these times, and is expressly proved; as it also is, that Mr. Boden had the management

nagement of them, by the correspondence of Mr. Hatton, at that time; in two of whose letters, the one dated at Daefburg the 20th of November, and the other at Harste the 4th of December, 1760, mention is expressly made of those depots of Mr. Uckerman's in the county of Hildesheim, and of his having ordered Mr. Boden to press the regency for the necessary wag-gons to transport the forage from them.

Having thus severally and fully answered the reasons upon which the commissioners thought proper to suspend the payment of these receipts, Mr. Uckerman conceives himself justly entitled to demand it now.

ARTICLE XX.

On the 25th of August, 1760, an agreement was made by M. Hatton, Esq; Commissary General of the combined army, on the part of his Britannic Majesty, with John Jacob Uckerman, Esq; for the supply of the army under the command of his Serene Highness Duke Ferdinand of Brunswic, by which agreement the said Mr. Uckerman engaged to establish depots of forage at several particular places, for the immediate and constant supply of the king's magazines, in and adjacent to such places; for the forage so

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delivered

delivered into the said magazines, Mr. Uckerman was also to be paid at the rate of 14 Dutch stivres for each compleat ration, the payment to be made on his producing the receipts of the magazine keepers.

Among other receipts for deliveries made by Mr. Uckerman in pursuance of this agreement, he presented to Thomas Halsey, Esq; Commissary of Accompts, one dated the 26th of August, 1760, from Mr. Reder, King's magazine keeper, at Rinteln, for 12,000 compleat rations delivered into the said magazine.

To this receipt Mr. Commissary Halsey objected, its being dated the very next day after the date of the agreement, when it appeared to be improbable that so great a delivery could be made, and therefore refused to liquidate it, till the said circumstance should be cleared up; adding, in a note at the foot of the said receipt, *that after the expiration of more than 14 days after the date of the contract, there was no more delivered in natura than 6000 rations of oats, 12,000 ditto of hay, and 6000 ditto straw.*

Surprized at an objection, which, in the hurry and multiplicity of his affairs, had
not

not occurred to him, Mr. Uckerman applied to the said magazine keeper Reder for a solution of it, who directly answered, that in consequence of the agreements made for the fulfilling of this contract, the conclusive terms of which were known some time before it was actually signed, Mr. Lob Meyer, a Jew, of Bromfield, and one of Mr. Uckerman's sub-deliverers, applied to him on the 26th of August aforesaid, the very day after the signing of it, to receive 12,000 compleat rations of the forage, which he had so prepared and ready to deliver; and on Mr. Reder's objecting his not having granaries yet prepared to receive it, the said Meyer urged the express terms of the contract, by which the deliveries of the said forage were to commence as soon as possible, and the impossibility of his carrying on his further deliveries without the payment for this delivery, which he was to receive from Mr. Uckerman on producing Mr. Reder's receipt, so pressingly, that Mr. Reder at length agreed to give him a receipt for it, on proper security of the said forage's being well and faithfully delivered, whenever he should be ready to receive it; for the performance of which, the said Meyer did accordingly procure Messrs. Meinter and co. Burghers, at Rinteln afore-

said, men of good character and sufficient substance, and in whose hands the said forage was deposited till it could be received, to be his sureties, after first viewing and taking an exact account of the quantities of forage so deposited with them.

To this plain account of the date of the said receipt, the said Reder further added, that, pursuant to the security so given by them, the said Messrs. Meinter and co. made, within the next 14 days, deliveries of 6000 rations of oats, 12,000 ditto of hay, and 6001 of straw, as quoted by Mr. Halfey, in the aforementioned note, at the foot of the receipt ; for the particular specifications of which deliveries, he gave them interim receipts, which were to be returned and cancelled when the amount of this general receipt should be compleated ; at which time he, the said Mr. Reder, quitted the management of the said magazine at Rhinteln, and was succeeded therein by Mr. Thomas.

On Mr. Uckerman's laying all these circumstances before Mr. Halfey, he, Mr. Halfey, wrote to Mr. Thomas, the magazine keeper, who had succeeded Mr. Reder

der, at Rhinteln, and who, at his first taking upon him the care of that magazine, had given Mr. Halfey information of the deliveries then made toward compleating the amount of this receipt, which he had specified in a note at the bottom of it, as before-mentioned; who, in his answers to that and other letters from Mr. Halfey on the same subject, not only confirms the account given by Mr. Reder, but also acknowledges to have himself received from the said Messrs. Meinter and co. what was wanting to compleat the full amount of that receipt, though not till he had been obliged to compel them to it by process of law.

Before Mr. Uckerman could clear up these several circumstances, a stop was put to the settling of his accompts by the Commissioners of Enquiry, so that he was obliged to wait for the settlement of this, as well as his other demands, by the Commissioners appointed to liquidate the outstanding demands on account of the war in Germany, before whom it was laid on the 28th of December, 1763.

On this demand the Commissioners made the following report, dated Aug. 18, 1764 :

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“ The charge sub. No. 20, is for 12,000
 “ compleat rations of forage, delivered into
 “ the magazine of Rhinteln, in consequence
 “ of a contract with Mr. Hatton, dated
 “ August 25, 1760, the which, at the rate
 “ of 14 stivres per compleat ration, as be-
 “ ing the price fixed in the said contract,
 “ are charged in Holland currency 8400
 “ florins. This delivery is vouched by a
 “ general receipt of Commissary Reder’s,
 “ dated Rhinteln, August 26, 1760 ; at
 “ the bottom of this general receipt are
 “ some objections, wrote by Mr. Thomas
 “ Halsey, against his certifying the same,
 “ the chief of which arises from the receipts
 “ being dated the 26th of August, the day
 “ after the date of the contract ; tho’ Mr.
 “ Halsey was certain, *that after the expira-*
 “ *tion of more than 14 days after the date of*
 “ *the contract, there was no more delivered*
 “ *in natura than 6000 rations of oats, 12000*
 “ *ditto of hay, and 6001 ditto of straw.*

“ It appears by a letter from Mr. Hal-
 “ sey to Mr. Uckerman, dated Stolzenau,
 “ March 20, 1762, that this objection
 “ was founded upon an information he had
 “ received from magazine keeper Thomas,
 “ who succeeded Reder in the administra-
 “ tion of the magazine of Rhinteln, of
 “ which

“ which information Mr. Halsey inclosed
 “ an abstract in the said letter. This in-
 “ formation having been laid before us, and
 “ compared with some other papers rela-
 “ tive to this delivery, as found among the
 “ old magazine records at that time, it does
 “ appear, that this receipt was given by
 “ Commissary Reder to the Jew Lob Meyer,
 “ of Brumfield, sub-deliverer to Mr. Uc-
 “ kerman, before the forage was delivered,
 “ upon the Jew’s reporting to Reder, that
 “ he had bought such a quantity of forage
 “ from Meinter and co. and that it was
 “ ready to be delivered; that upon this,
 “ Meinter and co. entered into an engage-
 “ ment to deliver the said quantity of
 “ 12000 compleat rations to Reder, and
 “ that the method in which this engage-
 “ ment was partly performed was, by deli-
 “ vering, from time to time, small quan-
 “ tities, for which Reder gave them parti-
 “ cular receipts, which were to be returned
 “ at the fulfilling the delivery.

“ Finding this transaction between the
 “ magazine keeper and the Jew to be irre-
 “ gular and false, and to expose, at the
 “ same time, the crown to pay, not only
 “ for accounts settled upon the general re-
 “ ceipts, but also for accounts settled upon

“ the interim receipts given afterwards in
 “ detail for the same quantity, we do report.

“ That although it may seem hard that
 “ Major Uckerman should suffer for the
 “ iniquity of the magazine keeper, yet we
 “ cannot in justice admit this general re-
 “ ceipt to account, excepting for the quan-
 “ tity of 1372 rations of oats, 4416 ditto
 “ of hay, and 1007 ditto of straw, which
 “ are the amount of an interim receipt ac-
 “ tually given by the said Commissary Re-
 “ der to Meinter and co. dated Rhinteln,
 “ September 18, 1760 ; the which interim
 “ receipt we have found among the ac-
 “ compts of said Reder, regularly cancelled.
 “ This interim receipt being the only proof
 “ we have of any part of this delivery be-
 “ ing made in natura, and not yet paid for
 “ by the crown, we do admit it as a voucher
 “ to this account, in the place of the gene-
 “ ral receipt, of 12000 compleat rations,
 “ which we have returned to Major Ucker-
 “ man for his remedy against the Jew ; and
 “ we do debit Mr. Uckerman's account for
 “ the difference between the amount of said
 “ interim receipt which we have admitted,
 “ and the amount of said general receipt
 “ which we have rejected.”

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As the plain account here given of the circumstances of this receipt remove every foundation of reason or justice by which this report can any way appear to be supported, Mr. Uckerman conceives it would be but a waste of time to enter into any refutation of it, and shall therefore only add an explanation of the circumstance of the interim receipt, upon which so great a stress is laid by them as to make the admission of it a pretext for rejecting the rest of the demand.

It has been observed above, that for the particular deliveries made on account of this general receipt, Mr. Reder gave to Messrs. Meinter and co. interim receipts as vouchers, which were to be given up by them to him to be cancelled, together with the specifications of the said deliveries, as soon as the whole amount of it should be compleated: accordingly all these interim receipts were regularly given up by them, and, it is to be presumed, cancelled by him, except this one, which, in the hurry of so much and so complicated business, may easily have been overlooked and put up with the other papers among which it was found, as no more of them have been produced. Had this interim receipt continued in the hands of Mr. Uckerman, and been offered for
payment

payment by him in addition to the general receipts, it would have borne an appearance most disadvantageous to him : whereas on the contrary, its being produced by the Commissioners, and acknowledged by them to have been found among the papers of the said magazine regularly cancelled, is the strongest proof of the justice of this whole demand, as the said receipt must evidently and indisputably have been given up to be included in some general receipt, which could be no other than that here contended for. That this was the invariable nature and end of interim receipts is too well known to require proof; and to suppose, that this was the only receipt so given up, because it was the only one so found, without proof, that all such receipts were constantly preserved by the magazine keepers, is an equal offence to reason and justice. Instead, therefore, of allowing this interim receipt only, and making it a reason for rejecting the residue of the general receipts, it is most clear that this receipt proves the justice of the general receipts, and ought not to be paid seclusively, but as a part of the other.—There is another circumstance in this report too striking to escape notice.—The rejection of this demand is expressly
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said by the Commissioners to be founded upon their finding these transactions between the magazine keeper and the Jew to be irregular and false ! But neither is, nor can, that falsehood or irregularity be charged to Mr. Uckerman, nor the actual completion of the receipt denied. Can it then be consistent with justice to withhold payment for what is not denied to have been received, or to make him suffer for a crime of which he is not even accused ? Or is it probable, that the Commissariate would have continued the said magazine keeper in their employ to the very end of the war, as they actually did, had the transaction (of which it is evident that they were apprized by the accounts given by his successor Thomas to Mr. Halscy at the very time) really appeared to them in a criminal light.

As it is evident, therefore, that this report of the Commissioners is utterly destitute of foundation, Mr. Uckerman has an indisputable right to the residue of this account, thus unjustly withheld from him, amounting to RD.6696 : 17 MGR.

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ARTICLE XXV.

On the 17th of December, 1761, an agreement was made at Hildesheim, by Mr. Commissary-General Hatton, with the approbation of Col. Pierson, Intendant General of the army, with John Jacob Uckerman, Esq; for the supply of the army under his Serene Highness Duke Ferdinand of Brunswick, by which the said Mr. Uckerman engaged to furnish for the use of the army 6,000,000 rations of good oats, to be delivered in certain quantities, at certain places in the said contract specified, each ration to consist of a third part of an himpten, Brunswick measure, and weigh not less than eight pounds, for which he was to be paid at the rate of ten stivres Ho : C : per ration ; which payment was to be made as he, Major Uckerman, should produce the proper vouchers of his delivering any part of the above quantity ; and that Mr. Uckerman should keep the G.500,000 advanced to him on his contract of August 5, 1760, and continued to him, by his contract of the 11th of June next following, as an advance on this contract ; which sum was to be deducted at the final settlement of this delivery, &c. &c.

In

In order to fulfil this agreement, Major Uckerman bought up oats in different countries, particularly in England, where he purchased not less than 3,000,000 rations of oats and barley, and established depots in the places most convenient for making his deliveries : but just as he was preparing to commence them, he received, in the beginning of March 1762, a letter from Col. Pierson, to inform him, that he, Col. Pierson, had received orders from the Lords of the Treasury to annul his said contract, as made at too high a price ; one Mr. Wilson, of London, having engaged to supply the army at a much lower.

Mr. Uckerman's surprize at such a notice three months after he had made the contract, and when he had purchased the oats, and made all the necessary arrangements for carrying it into execution, may easily be conceived ; as also the heavy loss which he must inevitably suffer by such treatment ; willing however, to lighten that loss as much as possible, and conscious that he had not taken any unfair advantage, in making this contract, he wrote, in answer to Col. Peirson, that he was ready to perform it at as low a price as Mr. Wilson, or any other person should. Of this proposal
Col.

Col. Peirson gave information to the Lords of the Treasury, who thereupon sent him directions to make a new contract with Mr. Uckerman, on the same terms with that which they had made with Mr. Wilson.

But before Col. Peirson could communicate this proposal to Mr. Uckerman, the latter had received information, that an embargoe had been laid on the ships, on board of which, the oats and barley, purchased by him in England, had been loaded, and which were then ready to sail to Bremen, and the said oats and barley seized for the use of the government.

Mr. Uckerman presumes not to make any remarks on this measure; they must be sufficiently obvious! though payment was ordered for the oats and barley together with the expences that had attended providing them, his property was taken from him, without even his knowledge, and the benefit of his bargain lost. What this loss was need not be told, the rise upon barley and oats, just at that time, being too fresh in every person's memory to require repetition.

In

In this situation Mr. Uckerman returned for answer to Col. Peirson's proposal from their Lordships, that by such seizure of his just and lawful property, they had put it utterly out of his power to make any engagement of the kind.

Convinced of the truth of this reason for declining his proposal, Col. Pierson acquiesced in it, and made another from himself, pursuant to the authority vested in him, that Mr. Uckerman should, out of the corn provided by him elsewhere than in England, deliver, on the same terms with the contract of the 7th of December, 1761, and proportionably at the same places, 1,000,000 rations, on account of the £.500,000 advance in his hands, and by the same letter rescinded the said contract of the 7th of December for the other 5,000,000.

To this proposal Mr. Uckerman agreed, and directly proceeded to make his deliveries accordingly, for which purpose, he sent in the latter end of March, and the beginning of April, 1762, to Nienburg, the nearest to Bremen of the places stipulated for his deliveries, and first to be served, on board of 17 lower Weser vessels, and 113 Dutch vessels, from Bremen, large quantities of rye,
barley,

barley, and oats, in order to compleat his contract of the 11th of June, 1761, and then proceed with the deliveries on the last agreement made by him with Col. Pierfon, for the 1,000,000 rations, on account of the F. 500,000 advance in his hands.

With this intent his deliveries were made without delay, and received without objection, till the 25th day of April, when the magazine keeper, Mr. Dresden, said, he was forbid, by Mr. Commissary Cuthbert, to receive any more, by which time the contract of the 11th of June was not entirely fulfilled.

In the embarrassment which this refusal threw Mr. Uckerman's affairs into, Mr. Gotschald, his agent, at Nienburg, applied frequently to Mr. Cuthbert to know the reason of it, but never could receive any other answer from him but a peremptory repetition of the refusal, confirmed with oaths and imprecations both to himself and to all who spoke to him, particularly Mr. Jager, keeper of the king's magazine for meal, at Nienburg, upon whom, as speaking English, he had prevailed to expostulate with Mr. Cuthbert on such conduct; nor could he ever devise the reason of it,
till

till he had received information from Mr. Rhademaker, at that time inspector of the king's magazines there ; that on his applying to Mr. Cuthbert, to allow Mr. Uckerman some villages to lay up his corn, and boats to unload it ; Mr. Cuthbert not only refused him, but also added, with the most horrid oaths and imprecations, *that he would ruin Mr. Uckerman, let it cost the government what it would* ; as appears by an exprefs attestation of the said Mr. Rhademaker, written and signed by him, and which he offered to confirm by oath.

Agreeable to this resolution, Mr. Cuthbert not only persisted in his refusal to receive the corn, but also added to it another peremptory refusal of ships to carry forward, to the destined places, that which lay in the Dutch ships then at Nienburg.

The quantities of oats and barley, which then lay suffering in the ships, was 405,712 rations, part of which was to have been delivered at Nienburg, and the rest to be sent to other places farther up the Weser, in vessels to be supplied by the commissariate, according to the exprefs terms of colonel Peirson's letter of the 24th March 1762.

In this situation, the affair hung for some months, when Mr. Uckerman, unable to bear the expence of detaining so many vessels upon demurage, at length sent some of them farther up the Weser, where he had them unloaded, and the corn lodged in granaries; as he also unloaded others at Nienburg, where Mr. Cuthbert at length accommodated him with one of the king's magazines to lay up his corn in, though he positively and peremptorily refused to receive it.

The Demurage to the vessels, and all the other expences attending these transactions to that time, Mr. Uckerman was obliged to pay directly; nor did his expences end here, the hire of the granaries and the wages of the people, who were obliged to turn and take care of the corn in the granaries, accumulating every day, till the conclusion of the war.

On the peace, Mr. Uckerman publicly sold these oats and barley, and was allowed by the commissioners the loss upon the sale.

The amount of these several expences, which Mr. Uckerman was obliged to pay
in

in ready money, as appears by the receipts of the several parties, was as follows :

	Ducats, Rixds. mgr.
Demurage and freight from Nienburg to Landsberg, Lefcring, &c. according to receipts. —	4159 $\frac{1}{2}$ 1 13 $\frac{1}{2}$
Granary hire. — —	24865 3
Land carriage — —	
Wages to the men employed in the magazine. — —	
Granary hire, &c. for 1880 lasts or oats at Bremen, from April 1762, to April 1763, are twelve months, at 18MGR. per month for each last, amounting to —	11280 0
	4159 $\frac{1}{2}$ 36146 16 $\frac{1}{2}$
4159 $\frac{1}{2}$ ducat, at 5 $\frac{1}{4}$ Guilders Holland currency. —	Guilders 21837 7 St.
36146 rixdollars, 16 $\frac{1}{2}$ maning. at 5 rixdollars, makes in pistoles 7349. 1 rixdollar 16 $\frac{1}{2}$ MGS. and each pistole, at the rate of 9 guilders 5 stivers, makes —	
	67981 0
Total Holland's currency, —	Guilders 89818 7

To this demand, the commissioners objected in their report of Feb. 25, 1765, that, “ as they do not find that these expences had arisen by any order of the commissariate, they do not apprehend it can be a charge which can be made against the crown of Great Britain, and have therefore disallowed the same.”

The answer to this report is obvious to common sense! That Mr. Uckerman really paid these expences, is not denied, because it cannot be denied; that they arose, not from any fault of his, is admitted, by his being allowed for the loss upon the sale.—The only question then is, who is liable to bear these expences, Mr. Uckerman, who was arbitrarily and injuriously forced to submit to them at the time, or the party who forced him?—As to the objection, that they did not arise by any order of the commissariate, it is an equal abuse to reason and justice.—They arose from the act of a member of the commissariate acting, in the name, and with the power of the whole!—The whole, therefore, is answerable for the consequences of his act, whether they expressly ordered that act or not; as indeed the commissioners have acknowledged in this very instance, by allowing Mr. Uckerman for the loss upon the sale, though they have thought proper (with what consistency is submitted to reason) to disallow him the indispensable expences previous to, and attending that sale, and arising necessarily and solely from the same cause with it. To the reimbursement, therefore, of these expences, Mr. Uckerman is incontestibly entitled by
every

by every principle of justice, and every rule of law.

A R T I C L E. XXVII.

While Mr. Uckerman was making his deliveries at Hirsfield, in pursuance of his contract of the 3d of June 1760, Mr. Notz, keeper of the king's magazine at Hirsfield aforesaid, being in want of sacks to transport the oats in, demanded of Mr. Uckerman's agent 320 sacks for that purpose; and on obtaining them, gave a receipt for the same, as was usual in such cases.

For these sacks, Mr. Uckerman charges 252 Guilders, at the rate of 18MG per sack, the price agreed for, upon several other occasions.

To this charge, the commissioners object, "that the receipt of the said magazine-keeper, appearing to be rather a bill of lading than a receipt, they could not admit it as a voucher belonging to the accompt."

This objection, which was also made to Mr. Notz's receipt for the oats delivered in these very sacks, has been already so fully refuted in the answer to that article (see page 7) that Mr. Uckerman conceives

it better to refer back to the accompt, and reasons there given in support, and explanation of that receipt, than take up time with a repetition of them here.—All that can be necessary to add on this occasion is, that from the nature and necessity of the thing, it was the general practice, at all the king's magazines, to demand sacks from the contractors, when there was not a sufficient quantity in the magazine for the present occasion; for which sacks a price was fixed by the commissariate, nor was payment for them ever disputed.

As the reasons, therefore, for rejecting this demand, are thus shewn to be totally insufficient, Mr. Uckerman is justly entitled to the payment of it.

A R T I C L E XXVIII.

The contracts which Mr. Uckerman, in conjunction with others, had made with the Hanoverian chancery of war, expiring on the last day of Feb. 1759, the British commissariate, who then assumed the supply of the army, and had accordingly made agreements with other contractors for that purpose, on the representations of the said contractors, that it was impossible for them
to

to make their arrangements, so as to begin their deliveries exactly, on the first of March, the day after Mr. Uckerman's was to end, the commissariate wrote to Mr. Uckerman, to continue his deliveries for ten days longer, which he accordingly did, and then put a stop to them in every place, where the particular circumstances of affairs would admit; the want of timely notice to his agents; the want of proper preparation in his successor, and the necessity and urgency of the troops inevitably obliging him to continue his deliveries for some few days longer, in some particular places.

For the deliveries so made, regular receipts were given to Mr. Uckerman, which were by him presented at Mr. Intendent-General Hunter's office, and admitted without cavilling at those few, whose date shewed, that the deliveries had been made after the expiration of the ten days, as the certainty of the fact, and the reasons which occasioned it were known; in consequence of which, Mr. Uckerman obtained a proper certificate from the said office upon it on account.

On the retreat of the combined army,
under the command of Prince Ferdinand,

in beginning of June 1759, a corps of about 4000 men, was left by his Serene Highness under the command of General Zastrow, and post for the protection of Cassel.

As no magazines were established for the supply of this corps, and as their stay there was uncertain, Mr. Oswald, Commissary of Supply, directed Mr. Uckerman to furnish the forage and provisions necessary for this corps, which he accordingly did.

The unexpected reason for Mr. Oswald's giving this direction, having necessarily preceded his giving it, Mr. Uckerman had occasionally made some deliveries to this corps, for their immediate and indispensable support, before he had received, or could receive any directions about it; for which deliveries, as well as for those made after his receiving Mr. Oswald's directions, he obtained regular receipts, which were presented at Mr. Intendant-General Hunter's office, and admitted without exceptions, being taken at such as had been obtained for the deliveries made before the date of Mr. Oswald's directions, as the certainty of the fact, and the urgency of the reasons which occasioned it were sufficiently known; in consequence of which, Mr. Uckerman

kerman obtained a proper certificate from the said office, and received payment upon it on account, as in the instance here immediately preceding; on the liquidation of Mr. Uckerman's accounts by the Commissioners for German Demands, there remaining a ballance due to Mr. Uckerman of G.10896, on account of the deliveries made by him on these two occasions, and which had remained so long unsettled, because of Mr. Hunter's quitting the army at that time, and his successors refusing to concern themselves in the transactions of his time (a practice pursued by all the succeeding officers in respect to each other, to the great grievance and loss of the contractors) Mr. Uckerman claimed it in the general state of his demands upon the crown of Great Britain, upon which claim, the Commissioners made the following report, dated the 18th of August 1764.

“ 1st, The vouchers we have likewise
 “ found to be within the period of time,
 “ mentioned by Mr. Hunter, excepting
 “ five receipts, amounting together to 1690
 “ complete rations, delivered some days or
 “ weeks before or after the said period.
 “ The which deliveries, tho' they appear to
 “ be properly and sufficiently vouched, we
 could

“ could not admit, as founded on this au-
 “ thority, and have therefore carried the
 “ amount thereof at the price charged,
 “ to the debit of Mr. Uckerman’s ac-
 “ count.”

“ 2dly, We have examined the receipts
 “ produced as vouchers thereof, and found
 “ the same to be sufficient and conform-
 “ able to the specifications, except those
 “ specified in the particular state hereto
 “ annexed, which for various reasons there-
 “ in expressed, we have thought proper to
 “ reject as insufficient.”

To this report Mr. Uckerman conceives the plain account here given of these affairs, a sufficient and satisfactory answer: he will therefore only add, that as the justice of his demand is expressly admitted, by the acknowledgment of the Commissioners themselves, that the deliveries appear to be properly and sufficiently vouched, to reject it for an informality, truly meritorious in itself, when the occasion of it is properly attended to, is as striking an instance, as perhaps can be produced, to prove the indispensable necessity of distinguishing between law and justice; especially when it is considered, that the objection of this informality

mality was first started, at the distance of five years after the fact, and after the affair had passed through all the offices, and received the approbation of all the persons empowered to judge it.

The obvious conclusion Mr. Uckerman leaves to the judgment of the impartial, and to the consciences of those concerned. He honestly made the deliveries for which he claimed payment ; he has produced the proper vouchers for them, and he repeats his said claim, with confidence in the justice of his cause.

A R T I C L E XXIX.

In the account given in by Mr. Uckerman to the Commissioners for German Demands, he made a demand of G.87,400, and 10 st. for interest, on the several sums of money due to him from the crown of Great Britain, at 5 per cent. per annum, from the different days when the said several sums were regularly proved and demanded by him.

To this demand the Commissioners object in their report, dated the 25th of Feb. 1765, " that they did not apprehend, that
" by their instructions, they were authorised
" to

“to receive this as a demand, and did there-
“fore disallow the same, &c.”

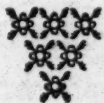
The answer to this report is most obvious. If the principal sums are just charges against the crown of Great Britain, legal interest upon them must also be so, by every principle of law as well as justice; nor could the want of instructions be a sufficient reason for disallowing it. The conduct which a proper regard to justice must dictate in such a case, would be to require more ample instructions, and till they should be received, to leave the demand undecided.

That a great part of this principal was really due to Mr. Uckerman from the crown of Great Britain, the Commissioners themselves have acknowledged, by admitting it; and that the residue is also justly due to him, he hopes he has made appear by the state here given of his demands: the interest of the former, therefore, could not be withheld from him, without the most flagrant violation of justice, nor will the latter, on his proving the justice of the principal Demand.

Nor

Nor is this demand of Mr. Uckerman's unprecedented. Interest has been allowed to * others in similar circumstances, and as the express tenour of all his contracts was, that he should be paid upon producing his vouchers; and, as it is well known, that Mr. Uckerman has paid much higher interest himself for money, during the whole time that these sums have been detained from him, he conceives himself justly entitled to repeat the demand, submitting it however to equitable consideration, with this observation, that the amount of his said demand is encreased since he first made it, and still encreases every day by the accruing interest.

* *Mrs. Mamberg and Mr. Faber.*



For this amount of Mr. Usher's
agreement. But he has been allowed
to 100 in number of shares, and so
the amount of all the contracts was
the amount paid upon producing the
warrant, and as it is well known that
the contract is not paid until the
100th day of the month, during the
time that the first two hundred
of the contracts is not paid, and
therefore the first two hundred
of the contracts is not paid until the
100th day of the month, and the
amount of the contracts is not paid
until the 100th day of the month,
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of the contracts is not paid, and
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amount of the contracts is not paid
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not paid until the 100th day of the
month.

THE
STATE
OF THE
CASE

Between the
Lord-Chamberlain
OF
His MAJESTY'S Household,
AND THE
GOVERNOR
OF THE
Royal Company of Comedians.

WITH
The OPINIONS of *Pemberton, Northey,*
and *Parker*, concerning the Theatre.

THE SECOND EDITION.

By Sir RICHARD STEELE.

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